

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: JUNE 18, 2003 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement Assigning rights of Agreement with Charlotte Ambrogio for the Islamorada Fall Fly Bonefish Tournament on September 16-19, 2003 over to Patrick L. Dorsy on behalf of the Islamorada Invitational Fall Fly Bonefish Tournament.

ITEM BACKGROUND:

PREVIOUS REVELANT BOCC ACTION:

BOCC approved original Agreement at their meeting of October 16, 2002.

CONTRACT/AGREEMENT CHANGES:

Assignment of Contract to another entity

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$2,000

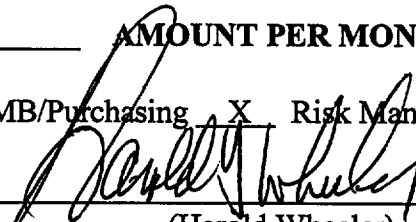
BUDGETED: Yes X No

COST TO COUNTY: \$2,000/TOURIST PAY **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Harold Wheeler)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # D5

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Patrick L Dorsy on behalf Contract #
Of Islamorada Inv. Fall Effective Date: 10/16/2002
Fly Bonefish Tourn. Expiration Date:

Contract Purpose/Description:

Approval of an Amendment to Agreement with Charlotte Ambrogio covering the
Islamorada Fall Fly Bonefish Tournament on September 16-19, 2003, assigning
Agreement over to Patrick L. Dorsy on behalf of the Islamorada Invitational Fall Fly
Bonefish Tournament in an amount not to exceed \$2,000, Two Penny Fishing Umbrella
Funding.

Contract Manager: Maxine Pacini 3523 TDC # 3
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/18/03 Agenda Deadline: 6/3/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 2,000 Current Year Portion: \$
Budgeted? Yes ☒ No ☐ Account Codes:
Grant: \$ 115-75022-530340-T35F-430X-530480
County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/27/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/27/03</u>
Risk Management	<u>5/27/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/27/03</u>
O.M.B./Purchasing	<u>5/27/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/27/03</u>
County Attorney	<u>5/22/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Hutton</u>	<u>5/22/03</u>

Comments:

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this _____ day of _____ 2003, between the Monroe County Board of County Commissioners, Charlotte Ambrogio and Patrick L. Dorsy, on behalf of the Islamorada Invitational Fall Fly Bonefish Tournament.

WHEREAS, there was a contract entered into on October 16, 2002 between Monroe County Board of County Commissioners and Charlotte Ambrogio covering the Islamorada Fall Fly Bonefish Tournament on September 16-19, 2003 in an amount not to exceed \$2,000 (Two Thousand Dollars) , and

WHEREAS, the name of the tournament has changed to Islamorada Invitational Fall Fly Bonefish Tournament; and

WHEREAS, Charlotte Ambrogio wishes to assign the contract over to Patrick L Dorsy, on behalf of the Islamorada Invitational Fall Fly Bonefish Tournament;

NOW THEREFORE, the above parties agree as follows:

1. The first paragraph of the contract shall read "This Agreement is made and entered into by and between the Board of County Commissioners of Monroe County, Florida (hereinafter referred to as the "County") and Patrick L. Dorsy, on behalf of the Islamorada Invitational Fall Fly Bonefish Tournament."

2. Section number 1 of the Agreement shall read as follows:

County shall pay a sum not to exceed \$2,000 (Two Thousand) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit A, for production of the Islamorada Invitational Fall Fly Bonefish Tournament on September 16-19, 2003. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

3. All other provisions of the contract dated October 16, 2002, not inconsistent herewith shall remain in full force & effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Charlotte Ambrogio

Patrick L. Dorsy On Behalf of the Islamorada
Invitational Fall Fly Bonefish Tournament

(SEAL)

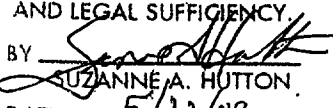
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY 
SUZANNE A. HUTTON
DATE 5/22/03

Pacini-Maxine

From: PatDorsy1@aol.com
Sent: Tuesday, May 20, 2003 4:24 PM
To: adminasst@fla-keys.com
Cc: FishUmbrella@aol.com
Subject: TDC Funding Agreement

Maxine:

Please draft the contract with the following party:

"Patrick L. Dorsy, on behalf of the Islamorada Invitational Fall Fly Bonefish Tournament."

Send to:
Pat Dorsy
7740 SW 104th Street, Suite 200
Miami, FL 33156
305/666-5588

This transmission is intended to be delivered to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product, attorney-client privileged, or otherwise privileged. If this information is received in error or by anyone other than the named addressee(s), the recipient should immediately notify the sender by email and by telephone and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored, or retained by anyone other than the named addressee(s), except with express consent of the sender or the named addressee(s).
Thank you.

5/20/2003

Pacini-Maxine

From: FishUmbrella@aol.com
Sent: Wednesday, May 21, 2003 9:12 AM
To: AdminAsst@Fla-Keys.com
Subject: Fwd: TDC Funding Agreement

In a message dated 5/20/03 4:24:29 PM Eastern Daylight Time, PatDorsy1 writes:

Maxine:

Please draft the contract with the following party:

"Patrick L. Dorsy, on behalf of the Islamorada Invitational Fall Fly Bonefish Tournament."

Send to:

Pat Dorsy
7740 SW 104th Street, Suite 200
Miami, FL 33156
305/666-5588

5/21/2003

10/16/02

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and Charlotte Ambrogio. (Hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$2,000 (Two Thousand) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit A, for production of the Islamorada Fall Fly Bonefish Tournament on September 16-19, 2003. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit B, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2003. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2003, all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 2003, except that for events with promotional expenditures incurred between July 1 and September 30, 2003, invoices must be submitted within ninety (90) days of the conclusion of the event.

3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. Logo: All promotional literature and advertising must display the "The Florida Keys & Key West, Monroe County Tourist Development Council, *Come as You Are*",

logo/trade mark adopted by the TDC and County on November, 2000 (as per attached). No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the _____ day of _____, 2002.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)

Charlotte Ambrogio

Attest:

By. _____
Secretary

By _____
President

OR _____

Witness

EXHIBIT "A"

**BUDGET BREAKDOWN
FLORIDA KEYS FISHING TOURNAMENTS, INC.
OCTOBER 1, 2002 TO SEPTEMBER 30, 2003**

ISLAMORADA FALL BONEFISH TOURNAMENT

SEP. 16-19, 2003

DIRECT MAIL & POSTAGE	\$ --0--
BROCHURES, POSTERS, PROGRAMS, PATCHES	\$ 300.00
TROPHIES	\$ 600.00
PHOTO PROGRAM	\$ --0--
MEDIA ADVERTISING	\$ --0--
T-SHIRTS, CAPS, JACKETS	\$ 800.00
*GENERAL NON-ALLOCATED	\$ 300.00

\$ 2,000

*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE
TOURNAMENTS TOTAL BUDGET.

*TOURNAMENTS CAN NOT EXCEED MORE THAN 30% OF THE
TOTAL BUDGET IN TROPHY LINE ITEM EXCEPT WHEN
TOURNAMENTS GET SPECIAL APPROVAL FROM FKFT, INC.

EXHIBIT "B"FLORIDA KEYS FISHING TOURNAMENTS, INC.,
TOURNAMENT SCHEDULE OF EVENTS
FISCAL YEAR 2002-2003Islamorada Fall Fly Bonefish Tournament
PRINT TOURNAMENT NAME

DAY 1 ____ : ____ AM LINES IN WATER
 ____ : ____ PM LINES OUT OF WATER
 6:10 PM EVENING EVENT Kick-off
 ____ : ____ PM WEIGH-IN OVER
 ____ : ____ PM OTHER EVENT _____

DAY 2 7 : ____ AM LINES IN WATER
 3 : ____ PM LINES OUT WATER
 3:40 PM EVENING EVENT
 ____ : ____ PM WEIGH-IN OVER
 5 : ____ ~~AM~~ OTHER EVENT Breakfast

DAY 3 7 : ____ AM LINES IN WATER
 3 : ____ PM LINES OUT WATER
 3:5 PM EVENING EVENT
 ____ : ____ PM WEIGH-IN OVER
 5 : ____ ~~AM~~ OTHER EVENT Breakfast

DAY 4 7 : ____ AM LINES IN WATER
 3 : ____ PM LINES OUT WATER
 3:40 PM EVENING EVENT
 6:10 PM WEIGH-IN OVER Awards
 5 : ____ ~~AM~~ OTHER EVENT Breakfast